

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SCOTT AND ANDREA MAINS

3701 Timberlane Drive
Easton, PA 18045-5748,

Plaintiffs

v.

THE SHERWIN-WILLIAMS COMPANY,
doing business as The Thompson's Company,
101 W. Prospect Avenue
Cleveland, OH 44115,

Defendant

Case No.

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs, Scott and Andrea Mains, by and through undersigned counsel, hereby demands judgment against Defendant, and complains against them as follows:

PARTIES

1. Plaintiffs, Scott and Andrea Mains (hereinafter "Plaintiffs") were, at all times relevant hereto, adult individuals and Pennsylvania citizens who were the owners and occupants of the residential property located at 3701 Timberlane Drive in Easton, Pennsylvania (hereinafter the "subject property").

2. At all times relevant hereto, Defendant, The Sherwin-Williams Company (hereinafter "Sherwin-Williams") was and is, upon information and belief, an Ohio corporation with its primary place of business at the above-captioned address, and was authorized to do business within the Commonwealth of Pennsylvania. Upon information and belief, Sherwin-Williams is in the business of, *inter alia*, designing, formulating, manufacturing, testing,

packaging, labeling, marketing, selling, and/or distributing stains and surface preparation products such as, *inter alia*, Thompson's WaterSeal Penetrating Timber Oil. Upon further information and belief, Defendant Sherwin-Williams undertakes a significant amount of money selling, distributing and/or marketing stains and surface preparation products such as, *inter alia*, Thompson's WaterSeal Penetrating Timber Oil in Pennsylvania.

JURISDICTION AND VENUE

3. Jurisdiction is based on 28 U.S.C §1332(a)(1) as this action involves a controversy between citizens of different states; namely, Plaintiffs being citizens and residents of the Commonwealth of Pennsylvania and Defendant being a corporation organized, existing and headquartered within the State of Ohio. Moreover, the amount in controversy exceeds the jurisdictional threshold of this Court (exclusive of interest and costs).

4. Venue is proper in this district based on 28 U.S.C §1391(a) because the events giving rise to this claim occurred within this district, specifically in Northampton County, Pennsylvania.

FACTUAL BACKGROUND

5. On or prior to June 8, 2019, Plaintiffs purchased for use at the subject property, one or more containers of Thompson's WaterSeal Penetrating Timber Oil (hereinafter "the subject stain product"), a product designed, formulated, manufactured, tested, packaged, labeled, marketed, sold and/or distributed, by Defendant.

6. On or about June 8, 2019, Mr. Mains applied the subject stain product to his deck at the subject property.

7. When he finished his work on the day of August 26, 2018, he placed application materials containing and/or saturated with such product onto the lawn next to the deck.

8. Later that same day, a fire erupted at the subject property.

9. The fire resulted in extensive damage to Plaintiffs' real and personal property, as well as, the imposition of additional expenses and hardship.

10. The fire was directly and proximately caused by the spontaneous combustion of the application materials containing and/or saturated with the subject stain product as further and more fully described below.

11. As a direct and proximate result, Plaintiffs sustained the damages described herein in an amount in excess of \$75,000.00.

COUNT I – STRICT LIABILITY

12. Plaintiffs incorporate herein by reference the foregoing paragraphs as though same were fully set forth at length.

13. At all relevant times hereto, Sherwin-Williams was engaged in the business of designing, formulating, manufacturing, testing, packaging, labeling, marketing, selling and/or distributing the subject stain product.

14. The subject stain product as designed, formulated, manufactured, tested, packaged, labeled, marketed, sold and/or distributed by Sherwin-Williams reached Plaintiffs, upon information and belief, without any material change in condition or design.

15. Plaintiffs were the intended users/consumers of the subject stain product.

16. The subject stain product was defective and unreasonably dangerous, and/or hazardous in design and manufacture, as it lacked conspicuous, proper and adequate warnings,

instructions and/or advice as to how to properly use, handle, dispose of and store application materials containing and/or saturated with the subject stain product.

17. Further, the subject stain product was defective and unreasonably dangerous for the ordinary and intended use of the product in the following detailed and particular aspects:

- (a) Failed to properly and safely eliminate the avoidable danger of self-heating and/or spontaneous combustion;
- (b) Had the dangerous and hazardous propensity of self-heating and/or spontaneous combustion if materials used in the application of the product were not properly disposed of and/or discarded;
- (c) Failed to adequately warn Plaintiffs and other consumers or users that the subject stain product and byproducts thereof were susceptible to self-heating and spontaneous combustion;
- (d) Failed to provide Plaintiffs and other consumers or users of the subject stain product with adequate information, instructions or warnings concerning the safe disposal and/or storage of materials exposed to or saturated with the product and byproducts;
- (e) Failed to provide Plaintiffs and other consumers or users of the subject stain product with adequate and conspicuous warnings concerning the safe disposal and/or storage of materials exposed to or saturated with the product and byproducts of the subject stain product;
- (f) Located any inconspicuous and inadequate warnings or instructions as to such issues in a location that would be foreseeably affected or clouded from view by the product itself; and/or
- (g) Additionally or alternatively failed to conform the subject stain product labeling to prevailing and safe industry and/or governmental specifications and standards.

18. The design, formulation, manufacturing, testing, packaging, labeling, marketing, sale, and/or distribution of the subject stain product with the aforementioned defects and/or inadequacies made the subject stain product defective and unreasonably dangerous for its intended use.

19. At all times material hereto, the subject stain product was used for the purpose and in the manner intended and/or reasonably expected or foreseeable by Sherwin-Williams.

20. The aforementioned defects or defective conditions existed at the time the subject stain product left the possession and/or control of Sherwin Williams.

21. The defective and dangerous conditions of the subject product stain proximately caused a fire to occur at the subject property, which resulted in damages to Plaintiffs.

22. Therefore, Sherwin-Williams is strictly liable to Plaintiffs under Section 402A of the Restatement (2d) of Torts, and/or the applicable law of the Commonwealth of Pennsylvania.

23. As a direct and proximate result, Plaintiffs sustained and incurred damage to their property and the imposition of additional expenses in an amount in excess of \$75,000.00.

24. As a direct and proximate result, Plaintiffs suffered inconvenience, discomfort and the loss of the use and enjoyment of their property.

WHEREFORE, Plaintiffs demands judgment in their favor and against Defendant Sherwin-Williams in an amount in excess of \$75,000.00, plus interest, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT II – NEGLIGENCE

25. Plaintiffs incorporate herein by reference the foregoing paragraphs as though same were fully set forth at length.

26. Sherwin-Williams had a duty to exercise reasonable care in the design, formulation, manufacture, testing, packaging, labeling, sale and/or distribution, of the subject stain product, including a duty to ensure that the product did not expose users or consumers, such

as Plaintiffs, to an unreasonable risk of harm and/or danger and that any unreasonable hazard and/or danger associated with the product was properly and adequately warned against.

27. Sherwin-Williams owed Plaintiffs and other users or consumers of the subject stain product a duty to act with reasonable care in the in the design, formulation, manufacture, testing, packaging, labeling, sale and/or distribution, of the subject stain product to provide a reasonably safe product and eliminate avoidable dangers, such as the unreasonably dangerous and hazardous propensity for self-heating and/or spontaneous combustion.

28. Sherwin-Williams also owed Plaintiffs and other users and consumers of the subject stain product a duty to provide adequate warnings and/or instruction concerning safe disposal and/or storage of materials exposed to or affected by the subject stain product, including byproducts thereof, produced during ordinary and intended use.

29. Sherwin-Williams breached its duties of care to Plaintiffs and was negligent in:
- (a) failing to eliminate the avoidable danger of self-heating and/or spontaneous combustion;
 - (b) failing to offer consumers, such as Plaintiffs, a less-hazardously designed and/or formulated product that would perform comparably to the actual product sold without its inherent damages (including its propensity to self-heat / spontaneously combust);
 - (c) failing to adequately warn Plaintiffs and other consumers or users that the subject stain product and byproducts thereof were susceptible to self-heating and spontaneous combustion;
 - (d) failing to provide Plaintiffs and other consumers or users of the subject stain product with adequate information, instructions or warnings concerning the safe disposal and/or storage of materials exposed to or affected by the product and byproducts; and/or
 - (e) failing to provide Plaintiffs and other consumers or users of the subject stain product with adequate and conspicuous warnings concerning the safe disposal and/or storage of materials exposed to or affected by the product and byproducts of the subject stain product, when it knew or should have

known dangerous and/or hazardous propensity of the subject stain product for the self-heating and/or spontaneous combustion and the safe disposal and/or storage of materials exposed to or affected by the product and byproducts.

- (f) failing to locate any warnings or instructions as to the above hazards in a manner that would not be affected, impacted, or clouded by the use of the product itself
- (g) failing to conform the subject stain product's labeling, warnings and instructions to the foreseeable use and/or foreseeable misuse or conduct of its customers
- (h) additionally or alternatively failing to perform the above measures in conformity with prevailing and safe industry and/or governmental specifications and standards;
- (i) failing to retain, employ, and/or contract with adequate and proper individuals to undertake the measures set forth in the subparagraphs above;
- (j) failing to properly train the individuals who were retained, employed or contracted with to undertake the measures set forth in the subparagraphs above; and/or
- (k) failing to provide, establish, and/or follow proper and adequate controls so as to avoid the problems enumerated in the subparagraphs above.

30. Sherwin-Williams owed Plaintiffs a number of duties and breached said duties.

31. As a direct and proximate result of the aforementioned negligence and carelessness of Sherwin-Williams, a fire occurred and Plaintiffs sustained and incurred damage to their property and the imposition of additional expenses in an amount in excess of \$75,000.00.

32. As a direct and proximate result of the negligence and carelessness of Sherwin-Williams, Plaintiffs suffered inconvenience, discomfort and the loss of the use and enjoyment of their property.

WHEREFORE, Plaintiffs demands judgment in their favor and against Sherwin-Williams in an amount in excess of \$75,000.00, plus interest, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT III - BREACH OF IMPLIED WARRANTY

33. Plaintiffs incorporate herein by reference the foregoing paragraphs as though same were fully set forth at length.

34. At the time Sherwin-Williams designed, formulated, manufactured, tested, packaged, labeled, marketed, sold, and/or distributed the subject stain product, Sherwin-Williams knew of the use for which the product was intended, and impliedly warranted the product to be of merchantable quality and safe and fit for such use.

35. Contrary to such implied warranties, the subject stain product was not of merchantable quality and fit and safe for its intended use because it was defective as noted at length above.

36. Sherwin-Williams breached its implied warranty of merchantability as set out in 13 Pa. C. S. A. § 2314 and the common law of the Commonwealth of Pennsylvania in that the product was not fit for the ordinary uses for which the product was used, as noted herein and above.

37. At the Plaintiffs' home, the subject stain product functioned improperly in the absence of abnormal use and reasonable secondary causes.

38. Plaintiffs' damages occurred as a direct and proximate result of Sherwin-Williams's breach of its implied warranty of merchantability as set out in 13 Pa. C. S. A. § 2314 and the common law of the Commonwealth of Pennsylvania.

40. As a natural and foreseeable consequence of this breach, the fire occurred at the subject property, which resulted in Plaintiffs' damages.

41. As a direct and proximate result of the aforementioned breach, Plaintiffs sustained and incurred damage to their property and the imposition of additional expenses in an amount in excess of \$75,000.00.

42. As a direct and proximate result of the aforementioned breach, Plaintiffs suffered inconvenience, discomfort and the loss of the use and enjoyment of their property.

WHEREFORE, Plaintiffs demands judgment in their favor and against Defendant Sherwin-Williams in an amount in excess of \$75,000.00, plus interest, delay damages, and such other relief as the Court deems appropriate under the circumstances.

Dated: 1/6/20

BY:

de Luca Levine LLC



Kenneth T. Levine (PA ID No. 60984)

klevine@delucallevine.com

Three Valley Square, Suite 220

Blue Bell, PA 19422

(215) 383-0081 / (215) 383-0082 (fax)

ATTORNEYS FOR PLAINTIFFS

JURY DEMAND

Plaintiffs demands a trial by jury on all issues triable by right to jury.

BY:



Kenneth T. Levine, Esquire

CIVIL COVER SHEET

20

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The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SCOTT AND ANDREA MAINS

(b) County of Residence of First Listed Plaintiff **NORTHAMPTON, PA**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address and Telephone Number)
Kenneth T. Levine, Esquire
de Luca Levine, LLC
Three Valley Square, Suite 220, Blue Bell, PA 19422
(215)383-0081

DEFENDANTS

THE SHERMAN-WILLIAMS COMPANY, doing business as, THE THOMPSON'S COMPANY

County of Residence of First Listed Defendant **CUYAHOGA, OH**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ PTF 1 ☐ DEF 1
Citizen of Another State ☐ PTF 2 ☒ DEF 2
Citizen or Subject of a Foreign Country ☐ PTF 3 ☐ DEF 3
Incorporated or Principal Place of Business in This State ☒ PTF 4 ☐ DEF 4
Incorporated and Principal Place of Business in Another State ☐ PTF 5 ☒ DEF 5
Foreign Nation ☐ PTF 6 ☐ DEF 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer w/Disabilities Employment <input type="checkbox"/> 446 Amer w/Disabilities Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus. <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 560 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)
28 U.S.C. Section 1332

Brief description of cause
Civil suit for damages caused to a residence due to ignited product material

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23 F.R.Cv.P.

DEMAND \$
75,000.00

CHECK YES only if demanded in complaint
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

JAN - 7 2020

DATE

01/06/2020

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EGS

UNITED STATES DISTRICT COURT
THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

5:20-CV-112
20 1127

Address of Plaintiff 3701 Timberlane Drive, Easton, PA 18045-5748

Address of Defendant 101 W. Prospect Avenue, Cleveland, OH 44115

Place of Accident, Incident or Transaction 3701 Timberlane Drive, Easton, PA 18045-5748

RELATED CASE, IF ANY:

Case Number Judge Date Terminated

Civil cases are deemed related when Yes is answered to any of the following questions

- 1 Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
- 2 Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
- 3 Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? Yes ☐ No ☒
- 4 Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes ☐ No ☒

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 01/06/2020

Attorney-at-Law / Pro Se Plaintiff

60984

Attorney I D # (if applicable)

CIVIL: (Place a v in one category only)

A Federal Question Cases:

- ☐ 1 Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2 FELA
- ☐ 3 Jones Act-Personal Injury
- ☐ 4 Antitrust
- ☐ 5 Patent
- ☐ 6 Labor-Management Relations
- ☐ 7 Civil Rights
- ☐ 8 Habeas Corpus
- ☐ 9 Securities Act(s) Cases
- ☐ 10 Social Security Review Cases
- ☐ 11 All other Federal Question Cases (Please specify)

B. Diversity Jurisdiction Cases:

- ☐ 1 Insurance Contract and Other Contracts
- ☐ 2 Airplane Personal Injury
- ☐ 3 Assault, Defamation
- ☐ 4 Marine Personal Injury
- ☐ 5 Motor Vehicle Personal Injury
- ☐ 6 Other Personal Injury (Please specify)
- ☐ 7 Products Liability
- ☐ 8 Products Liability - Asbestos
- ☒ 9 All other Diversity Cases (Please specify) Property Damage Products Liability

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

Kenneth T. Levine

, counsel of record or pro se plaintiff, do hereby certify

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs
- ☐ Relief other than monetary damages is sought.

DATE 01/06/2020

Attorney-at-Law / Pro Se Plaintiff

JAN - 7 2020

60984

Attorney I D # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

EGSIN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIACASE MANAGEMENT TRACK DESIGNATION FORM

Scott and Andrea Mains,

v.
The Sherman-Williams Company, doing
business as, The Thompson's Company.

AIR

CIVIL ACTION

20**1127**

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus - Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security - Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration - Cases required to be designated for arbitration under Local Civil Rule 53.2 ()
- (d) Asbestos - Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management - Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management - Cases that do not fall into any one of the other tracks. (X)

01/06/2020

Date

Kenneth T. Levine

Attorney-at-law

(215)383-0081

Telephone

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FAX Number

Plaintiff

Attorney for

klevine@delucallevine.com

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(Civ. 660) 10/02

JAN - 7 2020